

## APPENDIX I

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### IN THE OFFICE OF THE PRESIDENT.

#### Petition of Edwin J. Creel:

For appointment of a special prosecutor to prosecute for a fraudulent and criminal abuse of Receivership, that has been carried on for <sup>several</sup> thirteen years past, in the case of Creel vs. Creel, in the District Court of the United States for the District of Columbia; and more particularly to prosecute for specific offenses committed during the past three years, as follows:

- (a) For perjury and for subornation of perjury.
- (b) For criminal violation of Petitioner's Federally guaranteed rights.
- (c) For widespread corruption of Court officials.
- (d) For criminal conspiracy to fraudulently sell a \$500,000 partnership business to the plaintiff partner, through a fictitious and illegal judicial sale.
- (e) For criminal conspiracy to illegally suppress official Court records.
- (f) For criminal destruction or theft of the bulk of the official Court records in the case.
- (g) For numerous attempts to assassinate this petitioner in furtherance of the said conspiracy.

#### TO THE PRESIDENT:

Your Petitioner, Edwin J. Creel, respectfully prays the appointment of a special prosecutor—under the constitu-

tional authority of the President to see that the laws are properly executed—for investigation and prosecution of a fraudulent and criminal abuse of receivership, that has been carried on against this Petitioner, for thirteen years past; in the partnership dissolution, receivership and accounting case of Creel vs. Creel—Equity case No. 55,407—in the District Court of the United States, for the District of Columbia.

### **Danger of Involvement of the Administration.**

For reasons later stated, it is petitioner's opinion that this case must break very shortly, into the worst scandal that has ever affected any branch of the American Government.

The administration is not now involved in the scandal. But, nevertheless, it is petitioner's opinion, that extraordinary efforts will be made; to inveigle the administration into a position where it will appear, either that the administration is passively winking at, or is in active collusion with, the conspirators in this case.

It is to petitioner's personal interest, to attempt to see that the Administration does not become thus involved; and that is one of the more immediate aims of this petition for appointment of a special prosecutor.

### **References to the Record.**

The principal facts in the litigation are set out in the printed record which accompanies this petition, and which is entitled "Appendix to Appellant's Brief." References to the record, such as "(R. 2)" are to be understood as a reference to p. 2 of that Appendix.

### **PRELIMINARY STATEMENT AS TO THE CIVIL SUIT.**

Following is a brief outline of the more important facts concerning the partnership business, and of the dissolution suit, to which the said conspiracy relates.

### *The Partnership Business*

The partnership business concerned is that of Creel Bros., a comparatively large auto parts and electric service business, of 1811 14th St., N. W., Washington, D. C.

That business had estimated net assets on Jan. 15th, 1946, with all bills paid to the first of the month, in excess of \$500,000. The business has apparent net earnings in excess of \$100,000 per year. And with bills paid to the first of the month, it had cash on hand and in bank on Jan. 15th, of approximately \$235,000.

### *Interests of the Partners*

It is admitted that each partner owns a one-half interest in the partnership; and excepting only that through a corrupt finding of the Auditor in the accounting, the plaintiff partner was given a prior credit, for an alleged excess capital contribution of \$4,933.

### *Initiation of Suit, and Appointment of Receiver.*

The litigation was begun by ~~the filing~~ a Bill of Complaint filed by the Plaintiff partner, Robert T. Creel, on Feb. 28, 1933; and in which he asked for dissolution, receivership, and accounting (R. 2).

A receiver was appointed March 30, 1933 (R. 53).

### **General Aim of the Said Conspiracy.**

The general aim of the said conspiracy has been first, to secure control—for the plaintiff partner—of what is now a \$500,000 partnership business, through criminal abuse of a Federal receivership; and then, second, to take advantage of that control of the business; to enable the said plaintiff partner to fraudulently acquire the said partnership business, through a fraudulent and illegal judicial sale.

### **Conflict With Established Principles of Partnership Law.**

Any such proposed seizure and acquisition by one partner in a partnership business—over the continued protest of

his co-partner—would be preposterous in any other jurisdiction; unless that jurisdiction were openly corrupt.

For under the universally established rules of partnership law—and more particularly in the sixteen states where the Uniform Partnership Act is in effect—and these include the adjoining states of Maryland and Virginia—a partner is rigidly held to be a fiduciary for the partnership and is thus forbidden to deal with, or to purchase the partnership property, for his own benefit, or without the consent of his co-partner.

And if he does so deal with the partnership property for his own benefit; such a transaction is held fraudulent *per se*. No inquiry as to the fairness of any such transaction is even permitted to be raised; and any such transaction must be set aside on the mere request of the co-partner.

Furthermore, the disability of a partner to deal with the partnership property, extends not only throughout the ordinary life of the partnership; but it also continues after dissolution, and until the last asset of the partnership is disposed of.

### **The Successful Carrying On of the Said Conspiracy for Thirteen Years.**

But, despite these universally established principles of partnership law; the conspiracy in this case has now been carried through—supposedly—to a successful conclusion. And this has obviously been accomplished by widespread corruption of District Court officials; and also—very apparently—by means of powerful bureaucratic backing, of a seemingly quite obvious sort.

### **The Successful Seizure of Control of the Partnership Business by Plaintiff.**

The first of the above said aims of the general conspiracy was successfully carried through on the filing of the bill of complaint, and the appointment of the receiver in March 1933.

For substantially all of this Petitioner's property—and

to an estimated amount of \$100,000—was seized through that receivership; and that property was then turned over to the control of the plaintiff, as manager under the Receiver.

Plaintiff was then paid a salary of \$100 a week from the partnership funds, as a so-called salary from the Receiver. And during the next 10½ years; while Plaintiff was being paid some \$54,000 as a so-called salary—and while the business was estimated to have earned in excess of \$300,000—Petitioner was given a total allowance from his share of the joint property of only \$4,130.

The first phase of the aforesaid general conspiracy, was thus overwhelmingly successful. For, by throwing the business into Receivership; Plaintiff had not only secured substantially complete control of the partnership business for himself; but he had also secured the illegal payment of some \$54,000 of the firm's funds as a so-called salary from the Receiver. And finally, by restricting the total allowance to Petitioner, to \$4,130 for the 10½ years, Plaintiff had made it impossible for Petitioner to carry on any adequate defense against that outrage.

A more detailed statement of the manner in which this seizure of control of the partnership business, was planned and carried through is as follows:

### **Fraudulent Character of the Demands Made on Petitioner, by Plaintiff, Prior to the Receivership.**

In the period prior to the filing of the Bill of Complaint; the Plaintiff had alienated and secured control of certain vital agencies of the partnership.

Counsel for plaintiff then made various fraudulent demands on Petitioner, for sacrifice of Petitioner's interests in the partnership—and in particular that Petitioner should sacrifice his claim to repayment of an advance of \$25,000 in cash; that Petitioner had advanced to the partnership in 1925, at a time when otherwise the business would have gone bankrupt.

Among the said demands, was one that Petitioner

be paid \$100 a week, or \$5,200 a year, for his usurpation of the management; and also that Plaintiff should be paid that salary "before equal division of the profits was made"; and by this, Counsel meant that Petitioner should sacrifice his claim to repayment of the aforesaid \$25,000 advance (R. 9).

### **Appointment of Plaintiff as Manager Under the Receiver.**

These said demands by Plaintiff on Petitioner were made under threat of receivership if refused. And on Petitioner's refusal to accede to those said demands; Plaintiff then had the business thrown into Receivership, and on his ~~mere~~ assertion that irreconcilable differences had arisen between the partners.

Then, through threats made on the Receiver, that a vital agency contract of the partnership would not be renewed, unless plaintiff were appointed manager under the Receiver; Plaintiff had himself appointed manager at a salary of \$100 a week; and as he had demanded of Petitioner, and had been refused.

### **Attempted Blackmail of Petitioner, Through the Shutting Off of Petitioner's Income.**

By this fraudulent means, Plaintiff had not only secured complete contral of the partnership business for himself; and a salary of \$100 a week as he had demanded of Petitioner; but also he had had substantially all of Petitioner's property—and to an estimated amount of \$100,000—seized through the receivership; and then turned over to plaintiff's control, as manager under the receiver.

Petitioner was then denied any adequate allowance from his shre of the joint property, and either for Petitioner's living expenses, or for carrying on Petitioner's defense against that outrage.

This arrangement continued for 10½ years, or until October 1943. During that 10½ years, the business is estimated to have earned in excess of \$300,000. Of that amount, Plaintiff had been paid some \$54,000 as a salary from the receiver, and a further \$3,200 as an allowance.

And Petitioner—during the same 10½ years—while the business was earning an estimated \$300,000 as aforesaid; was given a total allowance from his property of \$4,130; or less than \$8 a week for the period. An additional \$1,070 was, however, paid to the Government, by the Receiver, as income tax on the share of partnership earnings, that Petitioner had never received.

### **The Supposedly Successful Carrying Through of the Fraudulent Sale to Plaintiff.**

The second of the above said general aims of the conspiracy—that is, the intended fraudulent sale of the Partnership property to Plaintiff—has now also, supposedly, been carried through to a successful conclusion.

The manner in which this further phase of the general conspiracy has been carried on, is as follows:

### **The Fraudulent Plan to Make a Fictitious Sale of the Business to Plaintiff.**

Early in 1942, or after more than 10 years of that attempt to blackmail petitioner into a surrender of Petitioner's interests in the partnership, to the Plaintiff; it seemingly became apparent to Counsel for Plaintiff, that Petitioner could not be coerced in that fashion.

The aim of the conspiracy was then changed to have the partnership business put up for sale at public auction; and under terms which would appear to indicate a fair public sale; but which terms were, in fact, so arranged that no one other than Plaintiff could become the purchaser.

That is, no outsider would dare to bid on the property, because the business is an agency type business, and, if the agencies are lost, the business would be almost worthless. Plaintiff, however, as manager under the receiver since 1933, had been in position to alienate and secure control of the agencies, and of the trained personnel of the firm and so that if any one else purchased the business, Plaintiff could then take the agencies, and the trained personnel, and start up his own business in opposition; and thus leave a mere wreck of the business for the purchaser.

No outsider would thus dare to bid on the property, and none did so bid at the public sale. Furthermore, the property was appraised at \$220,000 in early 1944. Any purchase by an outsider was further debarred by the provision in the Order of Sale, that the entire purchase price must be paid in cash. Any outsiders were thus effectually barred from bidding.

### **The \$50,000 Allowance to Petitioner in October, 1943.**

It was necessary for Plaintiff's plan, that there should be an appearance of competitive bidding, at the intended fraudulent sale to Plaintiff. But since no outsider was likely to bid on the property; this left only Plaintiff <sup>and relatives</sup> as possible purchasers.

Plaintiff therefore inserted an illegal provision in the said Order for Sale, that either partner could bid and become the purchaser at the public sale. And, to escape the requirement as to all cash—as required of outsiders—it was further provided in the said Order for Sale; that if either partner became the purchaser, he was to be given credit, on the final settlement and payment of the purchase price, for such amount as the receiver might fairly estimate to be his distributive interest in the assets.

And from this last provision, it followed that even if Petitioner should become the purchaser; he would be prevented from completing that purchase, by fraudulent estimates by the receiver, as to the amount payable as balance due on the property.

### **The Sale of the Partnership Business to Petitioner on February 1, 1944.**

At the time of the first public auction of the partnership business, on February 1, 1944; Petitioner had the choice either of permitting Plaintiff to buy in the business at his own figure, and according to the corrupt calculations of the Receiver; or otherwise for Petitioner to bid in the business, well knowing that the business would either be wrecked, by

the Receiver and by Plaintiff, or that Petitioner's right to complete the purchase would be defeated.

Petitioner chose to fight it out on this latter line. Petitioner therefore bid in the business at \$240,500; this being a raise of \$80,500 from the first bid by Plaintiff.

That sale was confirmed to Petitioner on February 9th, 1944, with the express consent of Plaintiff. The sale to Petitioner was thus wholly legal and valid.

### **The Defeat of Petitioners' Federally Guaranteed Right to Complete That Purchase.**

The sale to Petitioner, however, was then defeated by the willfully illegal and fraudulent demands made by the Receiver, on Petitioner, as to the amount payable by Petitioner, as balance due on the property.

The Receiver thus demanded that Petitioner pay him over again for \$2,448 of assets such as insurance paid ahead and the like; and which said assets had been sold to Petitioner in the original purchase price.

The Receiver further demanded that Petitioner should pay him \$60,000 to cover receivership costs, that Plaintiff now claimed should be assessed against Petitioner.

But of that \$60,000 of receivership costs so demanded by the Receiver; \$35,000 of the amount had already been paid out of partnership funds. And one-half of that amount, or \$17,500 had already been paid by Petitioner, or out of Petitioner's share of the joint funds.

Petitioner refused to complete the purchase, under those illegal and fraudulent demands of the Receiver. Instead, on March 10, 1944, Petitioner filed notice on appeal, against the terms of the order by which the sale of the partnership business had been confirmed to Petitioner. *And by that appeal of March 10th, the District Court was stripped of any further jurisdiction over the subject matter.*

### **The Illegal Order for Resale of March 22nd.**

But—despite the lack of any jurisdiction of the District Court to enter any further orders affecting the merits,

*while that appeal of March 10th, by Petitioner, was pending—and despite the illegality of the demands made on Petitioner, by the Receiver, as to the amount payable as balance due—and including the \$17,500 already paid by Petitioner—The District Court on March 22nd, entered an Order for resale, and which said order held Petitioner in default for failure to complete the purchase under the illegal demands made by the Receiver. It ordered the return of a \$10,000 deposit to Petitioner; and it further ordered the resale of the assets sold to Petitioner, at Petitioner's risk and cost.*

### **Petitioner's Appeal of May 1st from the Order for Resale.**

It will be observed that Petitioner bought the partnership property, not as a partner, but as an individual, and with the consent of Plaintiff.

It will also be observed, that the Order for Resale, was not entered as a part of the partnership dissolution proceedings. Instead that Order for Resale was entered in the course of a summary proceeding, by the Court, against the Petitioner, as an individual; and—supposedly—to enforce Petitioner's individual contract with the Court, for the purchase of the property.

It appears to have been almost uniformly held, heretofore, that when Petitioner became a bidder, he became—in that capacity—a new party in the suit; and as such, Petitioner had a right of appeal from any later orders entered against his interests as a bidder and purchaser.

Such a rule is obviously necessary, because otherwise few would dare to bid at a judicial sale. For, if they did, they might be made subject to illegal demands, as to the price they must pay for the property. They might then be held in default; and the property be ordered resold, at their risk and cost—and perhaps to their complete ruin—and they would still have no right of appeal, nor any other redress, against such an order.

On May 1st, therefore, and prior to the time of the sup-

posed resale, Petitioner filed notice of appeal, against the said Order for Resale of March 22nd. That appeal by Petitioner is generally referred to herein as Appeal No. 8,776.

### **The Fictitious Resale of May 1st.**

There has never been much room for question, but that the whole fraudulent Pretense of a public sale, was merely being carried through so that the business could be sold to Plaintiff, with some pretense of legality.

It had thus apparently been supposed, that because of the fact that Petitioner had been held in default—and because the property had then been ordered resold, at Petitioner's risk and cost—that Petitioner would thereby have been so intimidated, that Petitioner would not dare to bid at the resale of the property; and so that the property could then have been sold to Plaintiff, as originally planned.

At the said supposed resale on May 1st, however; Petitioner again outbid Respondent. And under those conditions, the Receiver stopped the sale, and merely took deposits, and the bids of the two partners, to report to the Court. And since it was obvious that Petitioner could not be kept out of any public sale; no further attempt was made to make a public resale of the property.

### **No Estoppel Arises Against Petitioner Because of Such Protective Bidding.**

In this connection it should be noted that under established principles of law; no estoppel arises against a party, because of any action taken by the party, where such action was necessary for the protection of his interests; and such as bidding on, or buying in a property that is being sold by Court order; and when at the same time the party is appealing from that order.

This rule is set out in vol. 4, Corpus Juris Secundum, Sec. 399, Par. 212, p. 399, as follows:

“A waiver (of right to appeal) is not implied from acts done or measures taken by appellant in defense of,

and to protect his rights or interests, as where for such purpose he purchases property ordered to be sold by the judgment or decree.”

It was necessary for the protection of Petitioner's interests for Petitioner to bid at that resale of May 1st. And that bidding by Petitioner therefore sets up no estoppel against Petitioner's appeal from the Order for Resale, under which that supposed resale was held; nor does it debar Petitioner from denying any right of Plaintiff to become the purchaser without Petitioner's consent.

### **Report of the Receiver on the Abortive Resale of May 1st.**

After stopping the supposed resale of May 1st, as before stated, because of the bidding by Petitioner at that sale; the receiver on May 16th, presented his report to the Court, on that abortive attempt to sell the business to Plaintiff.

The Receiver further presented to the Court, the bid of Plaintiff made at the May 1st resale, of some \$220,000; and the bid of Petitioner of \$235,000.

### **Preliminaries to the Actual Illegal and Fraudulent Sale to Plaintiff.**

It is further to be observed that with the abandonment of any attempt at a public resale under that Order for Resale, almost all <sup>appearance</sup> ~~defense~~ of any further legality in the proceedings was abandoned.

### **Similarity to the Character of Proceedings Charged Against Judge Johnson.**

The Judiciary Committee of the House, has just released the report of its investigation of the activities of Federal Judge Johnson, now under indictment on conspiracy charges and for acceptance of bribes, etc.

In that said report, the House Judiciary Committee charges Judge Johnson, among other crimes—

“With participation in conspiracies to dispose of re-

ceivership assets to pre-arranged buyers for whom favorable purchase conditions were created by rulings from the bench.”

And in a complaint to be filed by Petitioner against those guilty of alleged conspiracy, in this case; Petitioner will charge that that <sup>one</sup> indictment, by the House Judiciary Committee, against <sup>^</sup>Judge Johnson; is completely and fully applicable to the actions of Mr. Justice Goldsborough in this case.

### **The Two Methods Permitted by Federal Statute for the Judicial Sale of Any Interest in Land.**

As a reported corrective, for abuses in the '93 depression; Congress, in 1893, passed Sec. 847, of Title 28, USC; which provides that any interest in land—that is sold at Federal Judicial sale—must be sold at public auction, and on the premises, or at the Court house, as the Court may direct. And by Sec. 849, it was required that no such sale should be made until the said sale had been advertised for four weeks.

In 1934, however, and as a relief from hardships resulting from the 1930 depression; Section 847 was amended to permit a sale of realty, at private sale, if—on petition, and after a hearing—the Court found that the best interests of the estate would be conserved thereby.

But in the case of a private sale; Section 847 provides (1) that the terms of sale must be advertised for ten days preceding the sale; (2) that the property must be appraised; (3) that it cannot be sold for less than two-thirds of the appraised value, and (4) that such private sale shall not then be confirmed where a valid offer is made for an increase of 10% in the published sale price.

### **The Apparent Bar Against Private Sales of Realty, Where the Property is in the Hands of a Receiver.**

The amendment to Sec. 847 permitting private sales of realty, was enacted in 1934, and was further amended in

1935, to eliminate the requirement that the Court could act only on Petition. The requirement for a hearing, however, was retained.

### **Statutory Requirements as to the Two Types of Sales.**

By these two general provisions of Sec. 847, it thus stands—according to established rules of statutory construction—that realty can be sold at public or private sale, but with rigid requirements as to procedure in each case.

As regards public sales, it is required that the sale must be on the premises, or at the Court house, as the Court may direct; and the time and terms of sale, etc., must be advertised for four separate weeks preceding the sale.

As regards a private sale, the sale can be ordered only after a hearing, and after a finding that the best interests of the estate will be conserved thereby, and after notice has been given of such hearing by publication or otherwise, as the Court may direct; the terms of sale must be advertised ten days before the final confirmation; and the sale shall not then be confirmed, if a 10% higher bid is made.

### **The Apparent Requirement for a Public Sale, Where the Property is in the Hands of a Receiver.**

By a later amendment to Sec. 847—in 1935—two seemingly restrictive provisions were added. For by this later amendment, it was provided that if the “property” is in two or more judicial districts, or states, etc.; or if the property is in the hands of a Federal receiver at the time it is offered for sale; the said property must be sold at public sale.

By established rules of statutory construction, it appears that these two specific provisions, overrule the more general provision that permits a sale of realty at private sale.

*It thus appears that where, as in this case, the property offered for sale, was in the hands of a receiver, at the time it was offered for sale, it must be sold at public sale.*

### **The Court Order of May 24th.**

As stated, the receiver's report on the resale was presented to the Court on May 16th. On May 24th, the Court entered a so-called "Order on the Receiver's Petition for Instructions".

By that order, the Court rejected the bids of both partners and further ordered the return of the \$10,000 deposit to each party.

The Court further provided in that said order of May 24th; for a sale of the partnership business, under terms and conditions which are in nowise authorized by the Statute, that governs the judicial sale of any interest in land.

### **The Supposed Sale to Plaintiff as a "Continuation" of a Public Sale.**

The facts are, as claimed <sup>inferentially</sup> by Counsel for Plaintiff, in his brief in the Supreme Court; that the District Court—in its said order of May 24th—acted on the assumption, that after a property had been offered for sale at public auction, and after such sale had been advertised for four weeks, as required by statute; that then the District Court has power to reject the bids made at the public sale; and that the District Court can then proceed to sell the said property, in any way that it sees fit; and that it can do this as a supposed "continuation" of the public sale.

The facts are however, that Sections 847 and 849, Title 28, U.S.C., which govern the judicial sale of any interest in land; provide for but two ways, in which any interest in land can be sold; and that is, either as a public, or a private sale; and under rigid restrictions, as to the manner in which either is to be conducted.

And not only is there no provision, for any sale as a continuation of a public sale; but, further, the statute ~~expressly~~ debars any such possibility. The supposed sale to Plaintiff, therefore; as a "continuation" of the Public Sale of May 1, 1944, is wholly illegal and void.

### **The Actual Terms of the Court Order of May 24th.**

Under the terms of the Court Order of May 24th, 1944, (R. 466); Petitioner was given the right to purchase the assets for \$240,500, provided Petitioner completed the purchase within 30 days. No one however was authorized to sell the property to Petitioner.

It was further provided that if Petitioner failed to complete the purchase within 30 days; that then Plaintiff should have the right to purchase the assets for \$240,000; provided, that within five days after receiving notice that Petitioner had failed to complete the purchase; that Plaintiff then deposited \$10,000 with the receiver and notified the receiver of his election to purchase the property; and that full settlement in accordance with the terms of sale should be made within 30 days from the date of Plaintiff's election to purchase.

It was further provided that the terms of sale as to either party should be as follows: Sale to be as of May 1, 1944, and all adjustments to be figured to that date. And in final settlement, the purchaser should be entitled to use and apply toward the payment of the purchase price, such amount as the Receiver may fairly estimate to be his distributive interest in and to the partnership assets.

The Receiver was further authorized to account to the purchaser for the proceeds of said business between May 1st, and the date of final consummation of sale, less the expenses of the conduct during such interim.

### **Illegality of the Order of May 24th.**

It will be noted that the said order of May 24th is wholly illegal and void. For the supposed sale it provides for, to either party, is not a public sale; because the supposed sale was not to be made on the premises, or at the Court house, as directed by the Court; nor was the said sale to be advertised for four weeks as required by Sec. 849.

The said sale provided for in the said order, was not to be a valid private sale, because no hearing as to the necessity for any such private sale was ever held; and no notice,

by order of the Court, was ever given as to the holding of any such hearing.

Finally, any private sale of the partnership property, is apparently debarred by statute; because the property, at the time it was offered for sale, was in the hands of a receiver.

And no continuation of any public sale is authorized by Sec. 847 or 849; for <sup>any</sup> such "continued sale" would not have been made on the premises, or as advertised for four weeks prior to such sale; and a sale made anywhere else would be invalid.

### **Petitioner's Refusal to Purchase Under That Illegal Order.**

Petitioner, as a partner, could of course settle the suit on any terms that might be agreed to by the partners. Petitioner however refused to purchase under the illegal terms of that said order.

### **The "Sale to Plaintiff" by the Receiver.**

On June 24th, the Receiver notified Plaintiff that Petitioner had failed to complete the purchase within the 30 days allowed.

Plaintiff filed notice of his election to purchase, and made a \$10,000 deposit, as required by the order. Plaintiff did not however complete the purchase of the business in 30 days, as required by that said order.

Instead, on Aug. 30, 1944, the receiver had an Order Nisi entered by the Court; in which the acceptance of Plaintiff's election, by the Receiver, was affirmed. The Order Nisi further specified, that unless cause to the contrary were shown by Oct. 9th, 1944; the sale to Plaintiff would be finally ratified and confirmed.

### **Confirmation of Sale to Plaintiff.**

The sale to Plaintiff was then confirmed and ratified by the District Court on Oct. 9th, 1944. That order of confirmation by the District Court was then affirmed on appeal

by the Court of Appeals on May 21, 1944; and on the ground that no error was found in the record.

Petitioner's appeal from the Order for Resale, which was entered against this Petitioner, on March 22nd, 1944, was dismissed by the Court of Appeals as having been taken from a non-appealable order.

### **Current Status of the Supposed Sale to Plaintiff.**

The current status, of the supposed sale of the partnership property to Plaintiff, is that although no supersedeas was filed by Petitioner; and there has been nothing to prevent Plaintiff taking over the business on payment of the purchase price; yet that sale to Plaintiff has never been completed.

And in Petitioner's opinion, the reason is, that Counsel for Plaintiff is well aware, that the said supposed sale to Plaintiff is wholly illegal and void; for violation of mandatory statutory provisions of Sections 847 and 849, Title 28, U.S.C.

That is, the said supposed sale to Plaintiff was not a valid public sale, because the property was not sold at public auction; nor on the premises, or at the Court House, as directed by Court order; nor after four weeks advertising as required by Section 849.

And the said supposed sale to Plaintiff was not a valid private sale; because no <sup>a</sup>hearing was ever held as to the necessity for any such private sale; no notice was ever given by Order of the Court, of the holding of any such hearing; and the terms of such sale were never advertised. Instead it was merely advertised that the terms of sale were all cash, subject to the terms of the Court Order of May 24th; and that is not an advertising of the terms of sale.

Further, any private sale of the said property would be invalid because the property was in the hands of a Federal Receiver when it was offered for sale.

Also, the assets supposedly sold to Plaintiff cannot be identified, and so the said sale cannot be carried out.

Finally, even though the sale should be carried through in some fashion; it would immediately have to be set aside as fraudulent *per se*, on the demand of this Petitioner; and this because Plaintiff is debarred from any such purchase, without the consent of this Petitioner, because Plaintiff stands in a double fiduciary relation to the partnership; and in that he is both a partner, and is manager under the Receiver; and, in both capacities he is forbidden to deal with the partnership property for his own benefit.

And thus to carry out the sale to Plaintiff, would be a mere futility; for it would have to be set aside on the demand of this Petitioner; unless the Courts are prepared to abandon principles that have been held inviolate since the beginning of the Republic.

### Impending Scandal in the Case.

This case now stands as a substantially ~~complete~~ breakdown of the Federal judiciary machinery in the District of Columbia.

And because of certain special factors in the case; it is Petitioner's opinion that this case will break almost immediately into the blackest scandal that has ever affected any part of the American Government. It is Petitioner's opinion, indeed, that the Judge Johnson case, now ~~going~~ on in Pennsylvania, is mere child's play to the scandal that is ready to break in this case.

For during the early years of the receivership; the conspiracy in this case was carried on with at least a pretense of fictitious legality. But, for the last several years, all ~~pretense~~ <sup>appearance</sup> of legality has been abandoned..

And during this past several years; perjury, and subornation of perjury, have been openly committed, and have been consistently disregarded by the Courts.

Falsification of law, and open disregard of established principles of law; and cynical violations of Petitioner's Federally guaranteed rights; have been openly carried on without any pretense of concealment or ~~any~~ <sup>any</sup> legality.

*And to cover up, and to keep concealed from the public, the fraud that has been carried on in this case, the bulk of the official court records in the case—and these constituting a pile nearly five feet high—have been criminally stolen, or criminally hidden or destroyed.*

Finally, to prevent any further exposure of this criminal misconduct; and to insure that the now supposedly successful, but fraudulent acquisition of the partnership business—by the plaintiff partner—shall not be disturbed; numerous attempts have been made to assassinate this Petitioner.

### **Request for Prosecution Limited to Offenses Committed Principally During the Past Three Years.**

It will be understood, that because of the running of the three year statute of limitations, any individual offenses committed during the first ten years of the receivership, can now be prosecuted only as component parts of a general and continuing conspiracy.

For this reason, the alleged criminal abuses of this receivership, during the first ten years of its existence, have been relegated to a position of secondary importance, as far as this petition is concerned.

An outline of the circumstances of that first ten years, will therefore be set out only very briefly herein, and primarily for the purpose of establishing an overall criminal intent for the entire 13 year period of the conspiracy.

For the same reason, this present petition is limited generally to a request for prosecution for specific offenses that have been committed principally within the past three years; or which said offenses are at least directly connected with current phases of the general conspiracy.

## **REQUEST FOR PROSECUTION FOR SPECIFIC OFFENSES.**

Petitioner now asks specifically for prosecution for specific offenses—by conspiracy or otherwise—that have been committed principally during the past three years, and which are as follows:

### **I**

Petitioner asks prosecution for willful perjury committed by Plaintiff, and willful subornation of perjury, by Counsel for Plaintiff, in July, 1943.

That is, in July 1943, Plaintiff filed a motion for an allowance of \$50,000 to each of the two partners. At that time however, Plaintiff had been illegally paid some \$54,000 as a salary by the Receiver; and—under partnership law—was holding that amount as trustee for the partnership.

The only defense to the claim by Petitioner that Plaintiff must account for that amount to the partnership—or at least the bulk of it—was a claim by Plaintiff that Petitioner had consented to that payment to Plaintiff.

In support of that said motion therefore; Plaintiff filed an affidavit in which he swore to a willfully false statement to the effect that the original receiver—one E. Q. Smith, now deceased—had appointed Plaintiff manager, with the consent of Petitioner, at a salary of \$100 a week. (R 250)

Plaintiff and Counsel for Plaintiff know that that statement was willfully false. For the facts were that Plaintiff had demanded that Petitioner pay him a salary of \$100 a week, for his usurpation of the management; and when Petitioner refused that demand; Plaintiff then had the business thrown into Receivership, and then used that means of obtaining that salary from the receiver, and this was well known both to Plaintiff and to his attorneys; and this is fully shown by the record.

### **II.**

Petitioner asks prosecution of Plaintiff, and Counsel for Plaintiff, and the Receiver; for conspiracy to defraud the

United States, by arranging, in 1942, to have the partnership business put for sale, supposedly at a lawful public sale, but actually in such fashion that only Plaintiff would be permitted to become the actual purchaser.

III.

Petitioner asks prosecution of the Receiver and Plaintiff and Counsel for Plaintiff, for conspiracy to oppress and injure, and to threaten and intimidate this Petitioner; and thereby to prevent Petitioner from exercising his right to complete the purchase of the partnership business, as confirmed to Petitioner—with the consent of Plaintiff—by the District Court.

IV.

Petitioner asks prosecution of Plaintiff, and Counsel for Plaintiff, and the Receiver, for conspiracy to sell the partnership business to Plaintiff by means of a fraudulent and illegal arrangement; which Counsel for Plaintiff terms a “continuation” of a public sale; but which said continuation is in fact, in direct violation of the statute governing the Federal Judicial sale of any interest in land.

V.

Petitioner asks prosecution of Plaintiff, and Counsel for Plaintiff, for conspiracy, in 1939, to have a valid paper filed by Petitioner in the District Court, in support of a motion for an allowance to Petitioner, stricken and physically removed from the files. (R 178)

VI.

Petitioner asks prosecution of those guilty of criminally removing from the files of the District Court; a paper filed by Petitioner on March 21, 1942; and entitled “Partial Reply by Defendant”, etc. (R 201)

VII.

Petitioner asks prosecution of Plaintiff and Counsel for Plaintiff, for criminal conspiracy to steal and destroy, or

to have criminally stolen or destroyed, the bulk of the official Court records in this cause—these said missing records constituting a pile nearly five feet high.

VIII.

Petitioner asks prosecution of Plaintiff, ~~the~~<sup>and</sup> Counsel for Plaintiff—if sufficient legal evidence can be obtained—for criminal conspiracy to assassinate, or to have the Petitioner assassinated, through poisoning, and so that thereby Petitioner would be unable to move to have the sale of the Partnership property set aside, as fraudulent per se; and as is now the established rule governing such cases.

(Note: The foregoing Petition to the President for appointment of a special Prosecutor, is now in preparation but is not yet completed. The present portion is therefore submitted as a statement of fact in support of Petitioner's Petition for Rehearing on Denial of a Petitioner's for Writ of Certiorari, in the Supreme Court of the United States.)

EDWIN J. CREEL,

*Petitioner.*